



CB&I Environmental & Infrastructure, Inc.  
2481 NW Boca Raton Blvd.  
Boca Raton, FL 33431

February 24, 2017

Alessandra Delfico, PE CFM  
City of Pompano Beach  
1201 NE 5<sup>th</sup> Ave  
Pompano Beach, FL 33060

**Re: Pompano Beach Right Of Way Survey-Task Authorization #1**

Dear Alessandra:

The services rendered pursuant to this Task Authorization No. 1 are in accordance with the terms and conditions of the Contract for Consulting / Professional Services between the City of Pompano Beach and CB&I Environmental & Infrastructure Inc, ORD. NO. 2016-01 adopted October 13, 2015.

CB&I Environmental & Infrastructure, Inc.(CB&I) is pleased to present this proposal to survey approximately 13,000 feet of right of way. The subject right of ways are shown in the figure provided by the City as streets marked with yellow and green lines. The figure is included with this proposal as attachment 1. Two phases are presented in the proposal; phase 1 includes the right of way marked in yellow and phase 2 included the right of way marked in green. All work will be conducted under the direct supervision of a Florida registered professional surveyor and mapper and adhere to Chapter 5J-17 FAC and Chapter 472F.S. Proposed deliverables included five certified hardcopies of the right of way map, digital copies of all field notes, and final .DWG files of Right of Way Maps.

**Survey Summary:**

Prior to the start of the field survey, applicable parcel and right of way research will be conducted. CB&I will utilize Erdman Anthony to assist in research. CB&I will conduct all sub-consultant coordination, fieldwork, data processing, and drafting. Field measurements will be collected using a combination of RTK GPS and conventional methods (total station). Trees and existing infrastructure within the right the right of way will be located and shown on the final map; including overhead utilities, utility poles, manholes, sidewalks, curbs, etc. The right of way will be staked at 100' intervals. Additional staking or monuments must be discussed prior to the commencement of fieldwork.

**Subsurface Utility Location:**

Subsurface utilities will be horizontally located to an American Society of Civil Engineers (ASCE) Standard 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" (level B quality) by Keith and Associates, Inc. CB&I will coordinate all fieldwork with Keith and Associates as well as attend planning and data handoff meetings. Utility markings placed by Keith and Associates will be surveyed by CB&I with RTK GPS and/or conventional means during the course of the topographic survey. Horizontal location of identified subsurface utilities will be shown on the final maps as located by Keith and Associates.



**Cost Summary (Breakdown attached)**

Phase 1 Survey Services, Coordination, and Deliverables.....\$34,280  
Phase 1 Subsurface Utilities Sub-consultant locations (Keith and Associates, Inc).....\$21,860

**Phase 1 Total.....\$56,140**

Phase 2 Survey Services, Coordination, and Deliverables.....\$34,280  
Phase 2 Subsurface Utilities Sub-consultant locations (Keith and Associates, Inc).....\$20,030

**Phase 2 Total.....\$54,310**

**PROJECT TOTAL.....\$110,450**

The services rendered pursuant to this Task Authorization No. 1 are in accordance with the terms and conditions of the Contract for Consulting / Professional Services between the City of Pompano Beach and CB&I Environmental & Infrastructure Inc, ORD. NO. 2016-01 adopted October 13, 2015.

CB&I will commence work within 21 days of receipt of a written notice to proceed for each phase. Deliverables will be provided within 60 days of the conclusion of fieldwork. Should the project require additional services not represented in this proposal, CB&I will request a mutually agreeable change order from the City of Pompano Beach.

Thank you for the opportunity to provide these services. If you have any questions, please call me or Michael Lowiec.

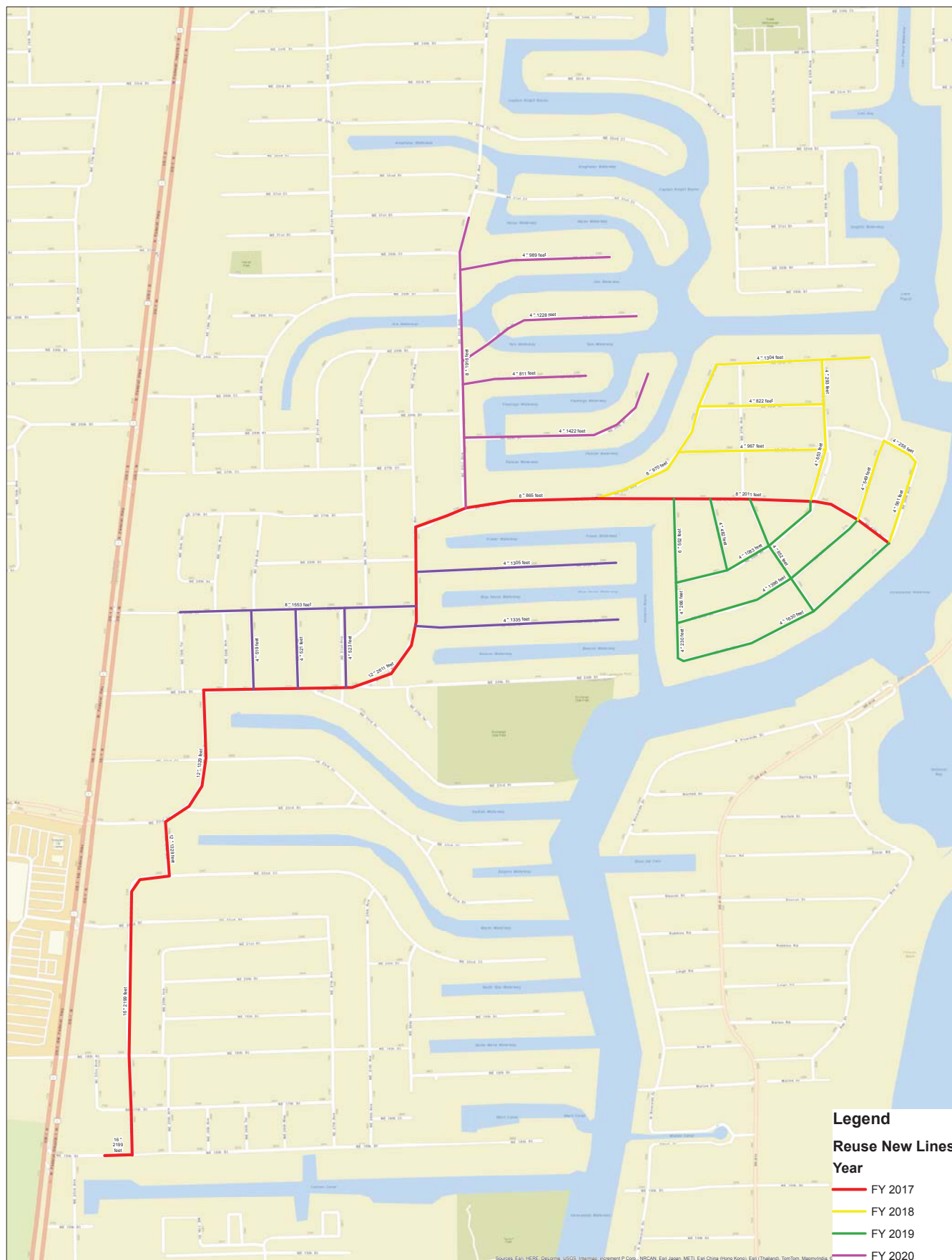
Sincerely,

Jeffrey Andrews, PSM  
Vice President  
CB&I Environmental and Infrastructure

cc: Michael Lowiec, PSM, CB&I

Enclosures: (1) Project Area Map provided by the City of Pompano Beach  
(2) Project Cost Breakdown  
(3) Certificates of Insurance  
(4) Sub-Consultant Quotation  
(5) City of Pompano Beach Signature Page

# Proposed Reuse in Lighthouse Point



- Legend**
- Reuse New Lines**
- Year**
- FY 2017
  - FY 2018
  - FY 2019
  - FY 2020
  - FY 2021

0 275 550 1,100 1,650 2,200 Feet

Not to Scale



City of Pompano Beach Right of Way Survey and Subsurface Utility Designation and Locations CB&I Task Authorization No. 1	Labor Category						Direct Costs		TOTAL PHASE COST
	PSM	Survey Technician	Survey Technician	Senior CAD Operator	CAD Operator	Total Labor Cost	RTK GPS	Sub-Consultants	\$56,140
	\$130	\$80	\$80	\$150	\$110		\$495		
PHASE 1									
Task 1.1- Survey planning, Coordination, Research	32	8				\$4,800		\$5,000	
Task 1.2- Field Survey	16	78	78			\$14,560	\$1,980		
Task 1.3- Subsurface Utility Designation and Location	8	24	24	1	8	\$5,910		\$15,950	\$54,310
Task 1.4- Survey Drafting and Reporting	20	8		2	40	\$7,940			
PHASE 2									
Task 2.1- Survey planning, Coordination, Research	32	8				\$4,800		\$5,000	
Task 2.2- Field Survey	16	78	78			\$14,560	\$1,980		
Task 2.3- Subsurface Utility Designation and Location	8	24	24	1	8	\$5,910		\$14,120	
Task 2.4- Survey Drafting and Reporting	20	8		2	40	\$7,940			
<b>TOTAL PROJECT COST</b>	<b>152</b>	<b>236</b>	<b>204</b>	<b>6</b>	<b>96</b>	<b>\$66,420</b>	<b>\$3,960</b>	<b>\$40,070</b>	<b>\$110,450</b>



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)

6/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1310869 CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. A SUBSIDIARY OF CHICAGO BRIDGE & IRON CO. 2103 RESEARCH FOREST DRIVE THE WOODLANDS TX 77380	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Indian Harbor Insurance Company		36940
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES** **CERTIFICATE NUMBER:** 13631546 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>PROFESSIONAL LIABILITY</b>	N	N	CEO7446942	7/1/2016	7/1/2017	\$2,000,000 PER CLAIM AND IN THE AGGREGATE.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT LOCATION: POMPANO BEACH, FL. DESCRIPTION OF WORK: L-36-15 CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES.

**CERTIFICATE HOLDER**

13631546  
CITY OF POMPANO BEACH  
1201 NE 5 AVENUE  
POMPANO BEACH FL 33060

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY)

6/21/2016

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**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1315438 CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC. A SUBSIDIARY OF CHICAGO BRIDGE & IRON CO. 2103 RESEARCH FOREST DRIVE THE WOODLANDS TX 77380		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Greenwich Insurance Company <b>INSURER B:</b> XL Specialty Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22322 37885	

**COVERAGES** **CERTIFICATE NUMBER:** 13631543 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BROAD FORM PD <input checked="" type="checkbox"/> CONT. LIAB & XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	CGD7409489	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	CAD7409490	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	US00065023LI16A	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CWD7409487 (AOS) CWR7409488 INCLUDES STOP GAP	7/1/2016 7/1/2016 7/1/2016	7/1/2017 7/1/2017 7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT LOCATION: POMPANO BEACH, FL. DESCRIPTION OF WORK: L-36-15 CONTINUING CONTRACT FOR PROFESSIONAL SURVEYING AND MAPPING SERVICES. CITY OF POMPANO BEACH IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS GL AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

13631543  
CITY OF POMPANO BEACH  
1201 NE 5 AVENUE  
POMPANO BEACH FL 33060

**CANCELLATION** See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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February 1, 2017

Michael Lowiec, PSM  
Project Manager Environmental and Sustainability  
CB&I Coastal and Maritime Services  
2481 N. W. Boca Raton Blvd.  
Boca Raton, FL 33431  
Direct: 1-561-361-3182  
Cell: 1-561-248-2083  
Fax: 1-561-391-9116  
[Michael.Lowiec@cbi.com](mailto:Michael.Lowiec@cbi.com)

**RE: Agreement for Professional Services**  
Project Name: LHP Marina  
Project Location: Pompano Beach  
Our Project/Proposal Number: 09807.M0

Dear Mr. Lowiec;

In accordance with your request and subsequent discussions between members of our association and yourself, this agreement between Keith & Associates, Inc. ("CONSULTANT"), and CBI ("CLIENT") for professional services is submitted for your consideration and approval. CONSULTANT will begin work within three (3) days after receipt of a fully executed copy of this Agreement and the required ten percent (10%) retainer of the gross contract. Such receipt shall constitute written notice to proceed.

## **I. PURPOSE OF AGREEMENT/PROJECT DESCRIPTION**

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CLIENT, and to establish the contractual conditions between CONSULTANT and CLIENT with respect to the proposed services.

## **II. SCOPE OF SERVICES**

### **Section 1 – Subsurface Utility Engineering (SUE) Services**

Keith and Associates (CONSULTANT) appreciate the opportunity to provide SUE/Survey services on this very important project. CONSULTANT will follow ASCE Standard 38-02 – “Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data” during the field and office operations for this project. The quality levels discussed below are defined within the standard. CONSULTANT is to provide professional services associated with designation of existing subsurface utilities. CONSULTANT shall designate all known tone able and non-tone able utilities along the delineated roads within the apparent right of way. Information will be surveyed by others and the CONSULTANT will review the utility data after it is collected.

## **Task 001      Horizontal Designation Services - (Quality Level 'B')**

CONSULTANT will horizontally mark in the field any known tone able and non toneable underground utilities that are applicable to existing above ground appurtenances, and other available miscellaneous utility references (as built and/or record drawings to be provided by CLIENT). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts. This proposal does not include identifying gravity systems, service laterals, irrigation, or overhead facilities.

### Section A (yellow areas)

The Lump Sum Fee for this Task shall be.....\$ 15,950.00

### Section B (green areas)

The Lump Sum Fee for this Task shall be.....\$ 14,120.00

## **Technical Limitations**

*Services will be provided with due diligence and in a manner consistent with standards of the subsurface utility locating industry. Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, located or exposed. It may not be possible to detect utilities without prior knowledge, such as systems that are not depicted on record prints available to us. Typically the horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR). Electromagnetic induction is a method in which a transmitted signal is applied to a metallic target. As long as the target is metallic and unbroken, the target can be traced and a receiver at the surface is used to detect the transmitted signal. If the signal cannot be applied directly to the target, induction may be produced from the surface. In this scenario bleed-off of the transmitted signal to an adjacent facility is possible, sometimes resulting in erroneous information. PVC, HDPE, concrete pipe and other non-metallic facilities cannot be located by electromagnetic methods. Power source detection is a technique used to locate naturally occurring magnetic fields that exist around cables while generating a signal (electric, telephone, CATV for example). Ground penetrating radar (GPR) is available to assist in locating non-metallic utilities and other facilities that are unidentifiable using traditional electromagnetic techniques. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control, such as the size, depth and conductivity of the target, the site conditions and access, soil conditions, depth to water table and the existence of adjacent buried materials and debris. The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the facility marked on the ground surface. Facilities located from the surface are usually found within two feet of the surface mark. Once a possible facility has been located from the surface, vacuum excavation services should be used to visually verify and to provide the accurate horizontal location and vertical measurements (a test hole). Vacuum excavation techniques are used to provide a cost-effective service that causes minimal disturbance to the site, the utility, vehicle traffic, and is acceptable to the permitting agencies. The size of the test hole excavation is kept to a minimum, in most cases the nominal size of a test hole is 8" x 8". This service represents the best available data on subsurface utilities given a cost-effective investigation using air/vacuum excavation. Visual verification in the test hole below the water table is not possible. An air lance probe can be used in these instances to a reasonable depth of approximately 6 feet, although results to greater depths may be possible. The bottom of the utility pipe and conduit is sometimes not*



*directly available and in most cases can be derived from the crown of the pipe and the pipe diameter. Pipes with a diameter of 16" or less can usually be determined by exposing a portion or the entire pipe as needed. If pipe diameter is critical on pipe facilities greater than 16", additional test holes may be required to obtain both edges. The bottom depth of multiple conduit and encased duct banks is determined by excavating down one edge of the utility. Additional test holes are needed to accurately document edges, configuration and top and bottom depths. Conditions under multiple or encased duct bank facilities cannot be excavated and therefore the existence of another facility cannot be confirmed. It is important to remember that the bottom edge of the facility may not represent its lowest point, and the shape or configuration of the facility may not be the same on both sides. Locating underground utilities is not an exact science. The reporting of a negative result (no facility found) should not be used as a positive determination that the subject area is clear of all facilities or that the facility does not exist. CLIENT shall hold harmless and indemnify Keith and Associates, Inc. (K&A) against any losses as a result of limitations within the equipment, but not against negligence on the part of K&A. Use of this service does not relieve interested parties from their responsibility to make required notification prior to excavation, nor does it relieve utility owners of their responsibility to mark the location of their facilities. K&A will not be responsible for damage caused by others. K&A will not be responsible for utilities that cannot be located with the equipment and techniques provided, or those located underneath other utilities. If records research is not part of the scope of services, the utility owner's marks will be used to identify the utility. K&A will not be responsible for correcting mistakes made by other locators. Where vacuum excavation services are used and no utility is found at the mark provided by the utility at a depth of 5 feet, the excavation will be backfilled, referenced and invoiced as one test hole.*

#### Subsurface Utility Engineering Conditions and Understandings

The utility markings are for design purposes only. The Florida One Call must be notified forty-eight (48) hours in advance of any excavation.

CONSULTANT will not access confined spaces. If confined spaces need to be accessed for locating purposes then the client will be notified and further arrangements will be made for said access. Additional fees may be applicable.

If Due to traffic conditions additional MOT is required and is beyond the capability of CONSULTANTS standard MOT operations, CONSULTANT will notify client and provide an additional fee for the MOT operation.

Additional requests outside the scope of services, when requested by client and/or client's representative, will be invoiced on an hourly basis.

This proposal assumes site access is available and work can be performed between the hours of 7:30 AM and 5:00 PM Monday through Friday.

Exhibit:



## Section 2 - Additional Services

The undertaking by CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. No other services, whether they may be interpreted as related, incidental or implied, shall be considered to be included in the scope of work of this proposal. If upon request of CLIENT, CONSULTANT agrees to perform additional services hereunder, CLIENT shall be obligated to pay CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT'S current professional fee schedule, plus reimbursable expenses as incurred by CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

Additional services shall include revisions to work previously performed that are required due to a change in the data or criteria furnished to CONSULTANT, a change in the scope or concept of the project initiated by CLIENT, or services that are required by changes in the requirements of public agencies after work under this Agreement has commenced.

If the preceding scope of services includes public agency permitting, our quoted fees/hours include services to respond to the agency's first RAI (Request for Additional Information). Additional agency requests or requirements shall be considered an increase to our scope of services.

## III. COMPENSATION

### A). Payments and Invoicing:

Invoices will be submitted by CONSULTANT to CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANT'S standard invoice format shall apply and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Material contract, invoices shall be submitted in accordance with our current professional service fee schedule as seen on "Exhibit A" attached.

In the event of any dispute concerning the accuracy of content of any invoice, CLIENT shall within seven (7) days from the date of said invoice, notify CONSULTANT in writing stating the exact nature and amount of the dispute. Any invoice that is not questioned within seven (7) days shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within seven (7) days, CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in below.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty (30) days from the date of invoice, CONSULTANT may, after giving seven (7) days written notice to CLIENT, apply the retainer to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work, which will be negotiated when work is resumed.

In the event any invoice or any portion thereof remains unpaid for more than forty five (45)

days following the invoice date, CONSULTANT may, following seven (7) days prior written notice to CLIENT, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorneys' fees and costs.

The invoices referenced above, will be sent in accordance to the information as reflected on the "Billing Information Form" attached hereto.

**PAYMENT DELAY:** If the CONTRACTOR has received payment from the OWNER and if for any reason not the fault of Keith and Associates, Inc.(the SUBCONTRACTOR) does not receive a progress payment from the CONTRACTOR within seven (7) days after the date such payment is due; the SUBCONTRACTOR, upon giving an additional seven (7) days written notice to the CONTRACTOR, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the SUBCONTRACTOR has been received. The Subconsultant Amount and Time shall be adjusted by the amount of the SUBCONTRACTOR'S reasonable and verified cost of shutdown, delay and startup, which shall be effected by an appropriate Subcontractor Change Order.

**B). Reimbursable Expenses:**

CONSULTANT shall be reimbursed for direct charges as itemized in "Exhibit B". For those out-of-pocket expenses directly chargeable to the project but not itemized in "Exhibit B", CONSULTANT shall be reimbursed at actual cost incurred, plus a 10% carrying charge.

#### **IV. PROVISIONS RELATIVE TO THE SERVICES RENDERED**

**A). Re-use of Documents:**

All original documents, including, but not limited to, drawings, sketches, specifications, maps, as-built drawings, reports, test reports, etc., that result from CONSULTANT'S services pursuant or under this Agreement remain the sole property of CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

CLIENT may, at their expense, obtain a set of reproducible copies of any maps and/or drawings prepared for them by CONSULTANT, in consideration of which CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of CONSULTANT. Any re-use without written verification of adaptation by CONSULTANT mandates that CLIENT indemnify and hold CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting there from.

Photographs of any completed project embodying the services of CONSULTANT provided hereunder may be made by CONSULTANT and shall be considered as its property, and may be used for publication.

**B). Performance:**

CONSULTANT shall not be considered in default in performance of its obligations hereunder if



performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by time period reasonably necessary to overcome the effects of such force majeure occurrences.

C). Professional Standards:

All work performed by CONSULTANT will be in accordance with its professional standards and in accordance with all applicable government regulations. CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement. However, CONSULTANT does not warrant or represent that any government approval will be obtained.

Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by CLIENT, is in accordance with all applicable governmental regulations.

D). Opinions of Cost:

Since CONSULTANT does not have control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified CONSULTANT, familiar with the construction industry. CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost. If, at any time, CLIENT wishes greater assurance as to the amount of any cost, CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by CLIENT will be paid for as additional services hereunder by CLIENT.

If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, CONSULTANT shall be entitled to renegotiate the terms of this Agreement. CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of CONSULTANT (such consent to be signified by CONSULTANT'S initials next to each modification, and if a fully executed copy hereof is not received from CLIENT by CONSULTANT on or before sixty (60) calendar days from the date of execution by CONSULTANT.

E). Termination:

This Agreement may be terminated by either party upon seven (7) days written notice in event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purpose of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

**F). Liability:**

CONSULTANT is protected by Workmen's Compensation Insurance, Professional Liability Insurance and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. CONSULTANT agrees to hold CLIENT harmless from loss, damage, injury or liability arising solely from the negligent acts or omission of CONSULTANT, its employees, agents, subcontractors and their employees and agents, but only to the extent that the same is actually covered and paid under the foregoing policies of insurance. If CLIENT requires increased insurance coverage, CONSULTANT will, if specifically directed by CLIENT, secure additional insurance obtained at CLIENT'S expense.

CLIENT agrees that CONSULTANT'S aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT'S services under this Agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise, is and shall be limited to CONSULTANT'S total fees under this Agreement or \$50,000.00 whichever is greater. In no event shall CONSULTANT be liable for any indirect, special or consequential loss or damage arising out of the services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of CONSULTANT or otherwise.

CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT in the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing of pollutants, whether or not, caused by the negligence of CONSULTANT.

**G). Litigation:**

In the event litigation in any way related to the services performed hereunder is initiated between CONSULTANT and CLIENT, the non-prevailing party shall reimburse the prevailing party for all of its reasonable attorney's fees and costs related to said litigation.

**V. CLIENT'S OBLIGATIONS:**

CLIENT shall provide CONSULTANT with all data, studies, surveys, plats and all other pertinent information concerning the Project. CLIENT shall designate a person to act with authority on CLIENT'S behalf with respect to all aspects of the Project. CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project. CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

**VI. GENERAL PROVISIONS:**

**A). Persons Bound by Agreement:**

The persons bound by this Agreement are CONSULTANT and CLIENT and their respective partners, successors, heirs, executors, administrators, assigns and other legal representatives. This Agreement and any interest associated with this Agreement may not be assigned, sublet or transferred by either party without the prior written consent of the other

party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates and sub-consultants as CONSULTANT may deem appropriate to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

**B). No Waiver or Modifications:**

No waiver by CONSULTANT of any default shall operate as a waiver for any other default or be construed to be a waiver of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

This Agreement, including all requests for additional services placed hereunder, express the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.

**C). Governing Laws or Venue:**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation shall be Broward County, Florida.

**VII. CLOSURE**

If you concur with the foregoing and wish to direct us to proceed with the aforementioned work, please execute the agreement in the space provided and return same to the undersigned with the required retainer and completed billing information form.

We appreciate the opportunity to submit our proposal. Mr. Checchia has been selected to serve as project manager. Please contact Mr. Checchia or myself if you have any questions.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this agreement the day and year indicated below.

As to CONSULTANT  
Keith & Associates, Inc.  
Consulting Engineers

As to CLIENT  
CBI

Eliot Lazowick

Client: \_\_\_\_\_

Executive Vice President

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**EXHIBIT A  
PROFESSIONAL SERVICE FEE SCHEDULE**

Hourly Rate

01 Administrative Assistant .....	\$50.00
11 Technician .....	\$80.00
15 Senior Technician .....	\$90.00
30 Associate Planner .....	\$90.00
32 Senior Planner (AICP).....	\$125.00
33 Landscape Designer .....	\$80.00
34 Senior Landscape Designer .....	\$100.00
35 Landscape Architect (RLA) .....	\$125.00
36 ISA Certified Arborist.....	\$125.00
50 Project Engineer .....	\$100.00
51 Senior Project Engineer .....	\$115.00
52 Professional Engineer (PE) .....	\$125.00
53 Field Representative.....	\$75.00
54 Sr Field Representative.....	\$90.00
60 Project Manager.....	\$125.00
61 Senior Project Manager .....	\$160.00
70 Principal .....	\$190.00
72 Expert Witness Testimony.....	\$250.00
75 Model Specialist.....	\$100.00
76 BIM/CIM Modeler .....	\$150.00
77 GIS Specialist .....	\$100.00
78 Project Surveyor .....	\$95.00
79 Senior Project Surveyor. ....	\$110.00
80 Professional Surveyor & Mapper (PSM). ....	\$120.00
81 Survey Party (2) Person .....	\$110.00
82 Survey Party (3) Person .....	\$130.00
83 Survey Laser Scanning .....	\$250.00
90 Utility Crew Supervisor .....	\$80.00
91 Utility Technician.....	\$70.00
92 Utility Project Manager .....	\$100.00
93 Utility Project Engineer .....	\$130.00
95 Utility Coordinator.....	\$120.00
96 Utility Designating/GPR .....	\$200.00
97 Vacuum Excavation Test Hole (Pervious Surface) .....	\$350.00/Each
98 Vacuum Excavation Test Hole (Impervious Surface).....	\$440.00/Each

Effective 11/15/2016



## EXHIBIT B

<u>Direct Expenses</u>	<u>Cost per Unit</u>
Photographic Copies	
Color Copies	
a) 8.5" x 11"	\$ 1.00
b) 8.5" x 14 or 11"x 17"	\$ 2.00
c) 24"x 36"	\$18.00
Black & White Copies	
a) Any Size up to 11"x17"	\$ 0.15
b) 24"x 36" Blackline	\$ 2.00
c) 30" x 42" Blackline	\$ 2.00
d) 24"x 36" Mylar	\$15.00
Laminating/Transparency Film Covers	\$ 2.00
Display Boards	
Mounted (Foam) 30"x 40"	\$42.00
Mounted (Foam) 40"x 60" and larger	\$70.00
3 Ring Binders 1"	\$ 1.00
Dividers (Tabs) Set of 10	\$ 0.80
Acco/GBC Binding	\$ 1.50
Facsimiles	\$ 2.00
Overnight Packages	per service
Courier & Delivery Services	per service
Postage: 1 <sup>st</sup> Class	Current US Postal rate
Mileage:	\$ 0.54 / mile

***Any other expenses will be billed at cost plus 10% carrying charge.***

**\*\*NOTE:** Typical other reimbursable expenses include travel, lodging, and meals when traveling on CLIENT'S behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

Effective 11/15/16

**BILLING INFORMATION FORM**

PROJECT NAME:

PROJECT ADDRESS:

SUBDIVISION NAME:

LAND OWNER:

OWNER ADDRESS:

OWNER PHONE NO.: (       )

OWNER CELL PHONE NO.: (       )

E-MAIL:

JOB SITE SUPERINTENDENT:

JOB SITE PHONE:

PURCHASE ORDER #:

INVOICE:

Company Name

ATTN:

Name

Title

COMPANY ADDRESS:

Street Address/Post Office Box

City/State/Zip Code

PHONE: (       )

Area Code/Number

FAX: (       )

Area Code/Number

SPECIAL BILLING INSTRUCTIONS:

January 27, 2017

Via Email: [Michael.Lowiec@cbl.com](mailto:Michael.Lowiec@cbl.com)

Michael Lowiec, PSM  
CB&I  
2481 NW Boca Raton Blvd.  
Boca Raton, FL 33431

**SUBJECT: City of Pompano Beach Right-of-Way Consulting**

Dear Mike:

Erdman Anthony is pleased to submit this proposal for Professional Surveying Services to CB&I (Client), in connection with the subject project.

### Project Understanding

The City of Pompano Beach has requested survey services from CB&I on approximately 13,000 LF of Right-of-Way (R/W). It is Erdman Anthony's understanding that CB&I will retain Erdman Anthony for consulting purposes when needed.

Based on our understanding of the project, Erdman Anthony is pleased to present the following proposed scope of services for your consideration.

### Scope of Work and Deliverables

#### General Surveying Consulting

- Consulting and advisement when needed on the above mentioned project for general right-of-way planning and procedures as it pertains to surveying services.
- Production and Survey support when needed.

### Assumptions/Clarifications

- Client shall give 48 hours minimum notice for any field work if required.
- Meeting attendance may be included in these scope of services as needed.
- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions (information) provided by Client unless expressly stated otherwise with respect to such information.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- Erdman Anthony will be promptly paid for services performed.

**Schedule**

Once a written notice to proceed has been received along with the appropriate contractual documentation a project schedule will be determined and reviewed with the client for concurrence.

**Compensation**

Erdman Anthony proposes to complete the above described scope of services on an hourly rate basis in accordance with the hourly rate schedule below in an amount not to exceed \$10,000 without prior Client authorization.

Senior Professional Surveyor & Mapper .....	\$175.00/hour
Professional Surveyor & Mapper .....	\$120.00/hour
Senior Survey Technician .....	\$95.00/hour
Survey Technician .....	\$65.00/hour
1 Person Crew .....	\$90.00/hour
2 Person Crew .....	\$125.00/hour
3 Person Crew .....	\$170.00/hour
Mileage.....	\$0.535/mile

All other expenses will be invoiced at 1.15 times actual cost.

**Proposal Acceptance**

This proposal and attached STANDARD CONTRACT TERMS AND CONDITIONS, dated May 2016, are intended to represent the entire contractual relationship between Client and Erdman Anthony. Carefully review our Standard Contract Terms and Conditions and contact me with any questions or concerns that you may have.

Should Client require the use of their own contract documents, a contract review fee of \$1,000 will be added to the costs included within this proposal. If Client executes this proposal and accepts the attached terms and conditions without changes (or with minimal changes), this fee will be waived.

This proposal is valid only if signed within 90 days after the date of this letter. If you concur with and accept the provisions of this proposal and our Standard Contract Terms and Conditions, please have an authorized representative sign this proposal in the space provided. Please print two sets of documents, sign both and return one signed original to us for our records. This proposal and attached Standard Contract Terms and Conditions shall become an executed Contract between us. Receipt of an original signed copy of this Contract shall constitute Erdman Anthony's Authorization to Proceed with the work.

Thank you for your interest in utilizing Erdman Anthony's services for this project. We would appreciate an opportunity to further discuss any questions you may have with regard to this proposal or our services in general and appreciate your time and consideration in reviewing the proposal.

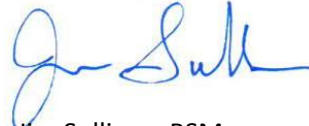
If you have any questions or require additional information, please contact Jim Sullivan at 561-753-9723. We look forward to working with you and continuing our successful relationship.



Sincerely,  
ERDMAN ANTHONY



Bryan A. Merritt, PSM  
Principal Associate



Jim Sullivan, PSM  
Geospatial Project Manager

Attachments: Terms & Conditions

K:\Geospatial\01\_Business Development\01\_PROPOSALS\SE\CB&I\Pompano Right-of-Way  
© 2017, Erdman Anthony

Accepted for Client By:

SIGNATURE: \_\_\_\_\_

NAME (PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**“CITY”:**

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY’S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number